UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF PENNSYLVANIA

IN RE: Bankruptcy No. 17-10431-TPA

SHANE E. DICKEY MEGAN L. DICKEY,

Chapter 13

Debtors

Related to Claim No. 9

PEOPLES GAS COMPANY LLC F/K/A PEOPLES TWP LLC, Movant

v.

SHANE E. DICKEY MEGAN L. DICKEY, Respondents

NOTICE OF PROPOSED MODIFICATION TO PLAN DATED 15 JANUARY 2019 CONFIRMED ON 8 MARCH 2019

1. Pursuant to 11 U.S.C. Section 1329, debtors have filed and an Amended Chapter 13 Plan dated 12 April 2019, the "Amended Chapter 13 Plan". Pursuant to the Amended Chapter 13 Plan, the Debtors seek to modify the confirmed Plan in the following particulars:

The Plan payment is increased to \$2,774.97 to accommodate the post petition utility payment to Peoples Gas Company in the amount of \$213.53.

2. The proposed modification to the confirmed Plan will impact the treatment of the claim of the following creditor, and in the following particulars:

The creditor is Peoples Gas Company, which is due an additional \$213.53 per month for payment of the post-petition utility bill.

3. Debtors submit the reason for the modification is as follows:

Debtors owe a post-petition utility bill to Peoples Gas Company.

4. The Debtors submit that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtors further submit that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a), and 1329, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtors respectfully request that the Court enter an Order confirming the Chapter 13 Plan, and for other such relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 16th day of April 2019.

/s/ Sharon L. Smith Sharon L. Smith 197 Main Street Brookville, PA 15825 PA I.D. 28738 814-849-6720 Phone 814-849-5128 Fax slschmedler@gmail.com Case 17-10421-TPA Doc 68 Filed 04/16/19 Entered 04/16/19 13:16:09 Desc Main Document Page 3 of 11

Fill in this info	ormation to identify y	our case:							
Debtor 1	Shane First Name	E. Middle Name	Dickey Last Name			\boxtimes	Check if this is plan, and list b		
Debtor 2 (Spouse, if filing)	Megan First Name	L. Middle Name	Dickey Last Name				sections of the been changed		that have
United States Ba	nkruptcy Court for the We	stern District of Pe	ennsylvania			5.3			
Case number	17-10421-TPA								
	District of Per	•							
Chapter	r 13 Plan D	ated: Apr	12, 2019						
Part 1: Not	ices								
To Debtors:	This form sets out indicate that the o rulings may not be	ption is appro	priate in your c	ircumstances.	Plans that do	not c	omply with loca	al rul	
	In the following notic	e to creditors, y	ou must check ea	ach box that app	lies.				
To Creditors:	YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.								
	You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.								
	IF YOU OPPOSE ATTORNEY MUST THE CONFIRMATION PLAN WITHOUT FU ADDITION, YOU MA	FILE AN OBJE ON HEARING, JRTHER NOTIC	ECTION TO CON UNLESS OTHE CE IF NO OBJEC	NFIRMATION A RWISE ORDER CTION TO CON	T LEAST SEVE RED BY THE CO FIRMATION IS F	N (7) E DURT. FILED.	DAYS BEFORE THE COURT IN SEE BANKRUF	THE I MAY PTCY	DATE SET FOI CONFIRM THI RULE 3015. II
	The following matter includes each of the provision will be in	he following it	ems. If the "Inc	cluded" box is					
payment	the amount of any cloor no payment to to such limit)	aim or arrearag	ges set out in Pa reditor (a sepa	art 3, which may	y result in a par ill be required	tial to	Included	•	Not Included
	of a judicial lien or n 4 (a separate action w				interest, set ou	t in	○ Included	•	Not Included
I.3 Nonstanda	ard provisions, set ou	t in Part 9					☐ Included	•	Not Included
Dort 2	. D	and a CDL							
Part 2: Pla	n Payments and Le	ngth of Plan							
	make regular payme	nts to the trust	ee:						
1 Debtor(s) will Total amount			ee: a remaining plan	term of 60	months shall be	paid to	o the trustee from	n futu	ıre earnings as
1 Debtor(s) will		per month for a	a remaining plan		months shall be		o the trustee from	n futu	ıre earnings as
1 Debtor(s) will Total amount follows:	of \$ <u>2,774.97</u>	per month for a	a remaining plan				o the trustee from	m futu	ıre earnings as

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2.2	Additional	payments:			9				
	Unpaid availabl		The balance of \$ _	sha	ll be fully paid by	the Trustee to	o the Clerk o	of the Bankruptcy	Court from the first
	Check one.								
	None.	If "None" is cl	hecked, the rest of S	Section 2.2 need not be	oe completed or i	reproduced.			
	1 1	` '	nake additional pa each anticipated pa	yment(s) to the trust yment.	ee from other s	ources, as sp	ecified belo	w. Describe the	source, estimated
2.3 Par	plus any a	dditional so		n (plan base) shall ing described above		y the trustee	based on t	he total amoun	t of plan payments
3.1	Maintenand Check one.	e of paymer	nts and cure of def	ault, if any, on Long	-Term Continui	ng Debts.			
	None.	If "None" is cl	hecked, the rest of S	Section 3.1 need not b	oe completed or i	reproduced.			
	the app arrearage ordered	licable contra ge on a listed as to any ite	act and noticed in co d claim will be paid em of collateral listed	contractual installmen onformity with any ap in full through disbu d in this paragraph, th cured claims based o	plicable rules. T rsements by the nen, unless othe	hese payment trustee, withous rwise ordered	s will be dis out interest. by the court	bursed by the tru If relief from the , all payments ur	ustee. Any existing e automatic stay is
	Name of cr	editor		Collateral		Currer install payme (includ	ment	Amount of arrearage (if any)	Start date (MM/YYYY)
	PNC Ban	k Acct # 80	000498823	78 Birch Drive, Anita Number 15-003-022 McCalmont Townshi School District	1 Jefferson Cour	nty 🐧	926.62	\$12,644.87	05/2019
	Insert addition	onal claims as	s needed.						
2.2	Deguest fo	u valvatian a	faccinity navman	t of fully opposed al	simo and madi	liantian of un	d a va a a	alaima	
3.2	Check one.	r valuation o	r security, paymen	t of fully secured cla	aims, and modi	ncation of un	aersecurea	ciaims.	
	None.		•	Section 3.2 need not be	·		this plan is	checked.	
				parate adversary pr	• •		•		claims listed
				btor(s) state that the sim, the value of the s					
	amount of a	creditor's se	ecured claim is liste	ds the amount of the ed below as having n an appropriate order	o value, the cre	ditor's allowed	claim will b	e treated in its	
	Name of cr	editor	Estimated amour of creditor's total claim (See Para. 8 below)		Value of collateral	Amount of claims senio to creditor's claim	Amount or secured claim	rate	Monthly payment to creditor

Insert additional claims as needed.

\$0.00

\$0.00

\$0.00

0%

\$0.00

\$0.00

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3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate GM Financial Acct# 45881 2012 Chevrolet Cruze \$12.153.32 \$226.40 Kay Jewelers Acct# 316467 10% \$140.00 Rings \$4,556.71 Sheffield Financial Corp 2014 Polaris side by side \$12,751.00 9.99% \$272.00 Acct# 113257 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral Modified principal Interest Monthly payment balance* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced. The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5. Name of creditor Collateral

Insert additional claims as needed.

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3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		
		-			

Insert additional claims as needed.

* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Sharon L. Smith	. In addition to a retainer of \$910.00	(of which \$310.00 was a
payment to reimburse costs advanced and/or a no-look costs depos	it) already paid by or on behalf of the debtor	r, the amount of \$ is
to be paid at the rate of \$100.00 per month. Including any reta	iner paid, a total of \$3400.00 in fees an	d costs reimbursement has beer
approved by the court to date, based on a combination of the	no-look fee and costs deposit and previous	usly approved application(s) fo
compensation above the no-look fee. An additional \$	will be sought through a fee application to b	e filed and approved before any
additional amount will be paid through the plan, and this plan conta	ains sufficient funding to pay that additional	amount, without diminishing the
amounts required to be paid under this plan to holders of allowed uns	secured claims.	
Check here if a no-look fee in the amount provided for in Local B	ankruptcy Rule 9020-7(c) is being requested	for services rendered to the
debtor(s) through participation in the bankruptcy court's Loss Mit	gation Program (do not include the no-look f	ee in the total amount of

compensation requested, above). 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

4.5	Priority	Domestic	Support	Obligation	s not assig	ned or ow	ed to a	governmental unit.
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	If the debtor(s) is/are currently paying Domesti debtor(s) expressly agrees to continue paying an				
	Check here if this payment is for prepetition	arrearages only.			
	Name of creditor (specify the actual payee, e.g SCDU)	. PA Description		Claim	Monthly payment or pro rata
				\$0.00	\$0.00
	Insert additional claims as needed.				
1.6	Domestic Support Obligations assigned or over Check one. None. If "None" is checked, the rest of Section 2.1 be for a term of 60 in the content of the cont	tion 4.6 need not be comp are based on a Domest an the full amount of th	bleted or reproduced. ic Support Obligation e claim under 11 U.	on that has been ass S.C. § 1322(a)(4). T	
				\$0.00	
	Insert additional claims as needed.				
.7	Priority unsecured tax claims paid in full.				
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods
		\$0.00		0%	
	Insert additional claims as needed.				

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 5 of 9

Part 5:

Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified.

Debtor(s) **ESTIMATE(S)** that a total of \$40,702.00 will be available for distribution to nonpriority unsecured creditors.

Debtor(s) **ACKNOWLEDGE(S)** that a **MINIMUM** of \$40,702.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).

The total pool of funds estimated above is **NOT** the **MAXIMUM** amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 100 %. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class.

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.				
None. If "None" is checked, the rest of Section	on 5.2 need not be complet	ed or reproduced.		
The debtor(s) will maintain the contractual ins which the last payment is due after the final amount will be paid in full as specified below a	plan payment. These pay	ments will be disbursed by		
Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
	\$0.00	\$0.00	\$0.00	

Insert additional claims as needed.

5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of creditor	Monthly payment	Postpetition account number
Peoples Gas Company	\$213.53	210004626318

Insert additional claims as needed.

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5.4	Other separately classified n	onpriority unsecured claims.				
	Check one.					
	None. If "None" is checke	d, the rest of Section 5.4 need not be o	completed or repro	duced.		
	The allowed nonpriority un	secured claims listed below are separa	ately classified and	I will be treated as follo	ws:	
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag to be paid	rate pa	stimated total ayments y trustee
				\$0.00	0%	\$0.00
	Insert additional claims as need	ded.				
Ра	rt 6: Executory Contrac	ts and Unexpired Leases				
6.1	The executory contracts and unexpired leases are rej	unexpired leases listed below are a ected.	ssumed and will	be treated as specifie	ed. All other ex	ecutory contracts
	Check one.					
	None. If "None" is checke	d, the rest of Section 6.1 need not be o	completed or repro	duced.		
	Assumed items. Current trustee.	t installment payments will be disb	ursed by the tru	stee. Arrearage pay	ments will be	disbursed by the
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated tot payments by trustee	Payment beginning date (MM/
			\$0.00	\$0.00	\$0.00	
	Insert additional claims as need	ded.			_	
Pa	rt 7: Vesting of Propert	y of the Estate				
7.1	Property of the estate shall ne	ot re-vest in the debtor(s) until the d	ebtor(s) have cor	mpleted all payments	under the conf	ïrmed plan.
Pa	rt 8: General Principles	Applicable to All Chapter 13 Pla	ns			

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

Debtor(sCase 17-10421-TPA Doc 68 Filed 04/16/19 Entered 04/16/4€9 1200 Desc Main Document Page 11 of 11

Part 10:

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/ Shane E. Dicket	X /s/ Megan L. Dickey		
Signature of Debtor 1	Signature of Debtor 2		
Executed onApr 12, 2019	Executed onApr 12, 2019		
MM/DD/YYYY	MM/DD/YYYY		
X /Sharon L. Smith	Date Apr 12 , 2019		
Signature of debtor(s)' attorney	MM/DD/YYYY		